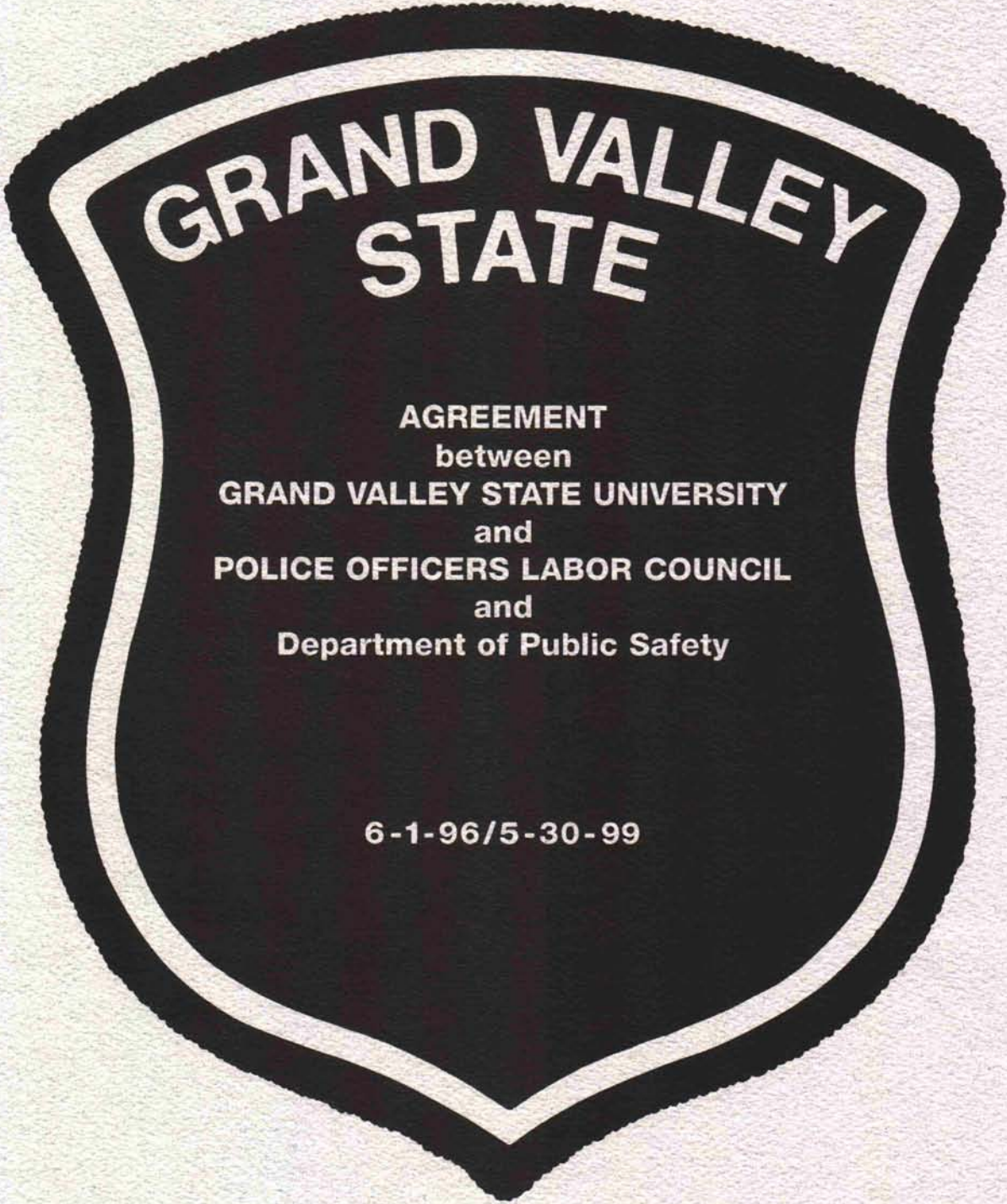


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Grand Valley State University

DEPARTMENT OF PUBLIC SAFETY



Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

between

GRAND VALLEY STATE UNIVERSITY

and

POLICE OFFICERS LABOR COUNCIL

and

DEPARTMENT OF PUBLIC SAFETY EMPLOYEES



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Section 1 Agreement

THIS AGREEMENT entered into this 17th day of May, 1996, between the BOARD OF CONTROL OF GRAND VALLEY STATE UNIVERSITY (hereinafter referred to as the "University") and the University's Department of Public Safety Employees and the POLICE OFFICERS LABOR COUNCIL (hereinafter referred to as the "Union").

WITNESSETH:

Section 2 Recognition

- 2.1 Legal Basis. The Michigan Employment Relations Commission having conducted a representation election on July 17, 1978, and having certified the Union as the exclusive bargaining agent, the University hereby recognizes the Union as the exclusive representative for all employees in the unit as described in Section 2.2 of this Article for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.
- 2.2 Description of Bargaining Unit. This Agreement shall be applicable for all Department of Public Safety employees listed in Appendix A of this Agreement excluding from the foregoing all office and clerical employees, students, temporary, executive, supervisory employees and all others not specifically included in Appendix A.
- 2.3.1 Definition of Employee. The term "employee" or "employees" as used in this Agreement (except where the context clearly indicates otherwise) shall mean a person appointed by the University to work in a position included in the above-described bargaining unit for an undetermined period of time; i.e., for a period of time not specifically limited in duration. The term "temporary employee" as used in this Agreement shall mean a person who has been appointed to work in a position included in the above described bargaining unit for a specific period of time (limited to six (6) months) for the purpose of: (1) completing a specific project, (2) filling in for regular employees who may be absent, or (3) augmenting the regular staff as required to meet conditions creating limited-term staff shortages. The term "probation" or "probationary employee" shall mean any employee who has served less than six (6) calendar months in University's employment since his/her last employment date.
- 2.3.2 The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per week.
- 2.3.3 The term "part-time employee" shall mean an employee whose normal schedule of work is twenty (20) hours or more per week.
- 2.3.4 Trainee. The term "trainee" shall mean an employee who is hired by the University to serve in a training capacity as arranged by the Director of Department of Public Safety. The length of a trainee's appointment shall be determined by the University and it is understood that the trainee and/or trainee position is terminable by the University at any

time. A trainee upon becoming certified as a law enforcement officer will immediately begin their probationary period as described in Section 2.3.1 and whose date of hire for purposes of seniority and all applicable benefits shall be the date on which they become a probationary employee. In the discretion of the Director, the date of hire may relate back and credit may be given towards completion of the probationary period for continuous previous employment as a trainee, however, benefits accrue as of the date the trainee becomes certified. The only benefits trainees shall be eligible to participate in are health and life insurance as described in Sections 12.5 and 12.6. However, in no case shall a regular employee covered by this Agreement be laid off or take a reduction in pay as a result of trainee employment in an operational district of the University.

- 2.3.5 Student Employees. It is recognized by the Union that as a matter of policy the University is committed to provide work and/or training opportunities for students in the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon the above policy.

Section 3 Responsibilities of Agreeing Parties

3.1 Union Responsibilities.

- 3.1.1 Coercion, Intimidation, Solicitation. The Union agrees that it will not coerce or intimidate any employee regarding Union membership or activity subject to the provisions of Section 4.1. The Union agrees further that there shall be no solicitation of employees for Union membership, payment of dues, or conduct of Union business (unless specifically permitted herein) on the University's time.
- 3.1.2 Strikes and Interference. The Union and its officers and agents agree that they shall not authorize or conduct a strike against the University because the grievance and arbitration procedure herein provides an orderly procedure for settlement of disputes concerning the application of the terms of this Agreement and because it is not lawful for public employees to do so. The Union and its officers and agents further agree that they shall not authorize, conduct or participate in sit-downs, slow-downs, stoppages of work, or in any acts of a similar nature which interfere with the orderly operation of the University. They also agree that they will not otherwise permit the existence of or continuance of any of the above acts. In the event of a violation of the provision, the Union will take affirmative action to terminate and to remedy such violation.
- 3.1.3 Discrimination. The Union agrees that it will not in any way, in matters of membership, administration of Union affairs, or in the administration of this Agreement, discriminate against any qualified employee because of his/her race, creed, age, sex, non-disqualifying handicap, union membership, political affiliation, height, weight, marital status or national origin, as required by law. The Union and University agree they will work together to take all action necessary to comply with all applicable laws, especially as they apply to the matter of reasonable accommodation.

3.2 University's Responsibilities.

3.2.1 Retention of Rights. The University, by this Agreement reserves and retains solely its management rights and functions except as they are clearly and expressly limited by this Agreement. Such rights, by way of illustration, include, but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working forces; (2) the right to change or introduce new or improved operations, methods, means or facilities; (3) the right to hire, schedule, promote, demote, transfer, release, and layoff employees; (4) the right to suspend, discipline, and discharge employees for cause; (5) the right to establish Rules and Regulations which shall be published and issued to each employee or posted on bulletin boards, and it is understood that the Rules include any illegal acts; (6) the right to subcontract such portions of the work which may be done by bargaining unit employees as the University deems to be in its best interest and to otherwise maintain an orderly, effective and efficient conduct of its affairs. In the event of a permanent close down of an operation, a special conference on the matter will be arranged by the University. The University agrees not to "lock-out" the employees during the term of this Agreement.

3.2.2 Discrimination. The University agrees that it will not discriminate against any qualified employee in matters of employment, promotion, demotion and assignment because of his/her race, creed, age, sex, non-disqualifying handicap, union membership, political affiliation, height, weight, marital status or national origin, as required by law. The Union and University agree they will work together to take all actions necessary to comply with all applicable laws, especially as they apply to the matter of reasonable accommodation.

3.2.3 Aid to Other Unions. The University will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization regarding employees in this bargaining unit for the purposes of undermining the Union.

Section 4 Union Membership and Dues

4.1 Union Membership.

4.1.1 All present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit shall become members of the Union, or shall pay to the Union a lawful sum per pay period which represents the Agency fee, within one month after the effective date of this Agreement or upon completion of their probationary period, whichever is later, and shall continue such membership or payment as a condition of employment. Any employee who objects to the expenditures of a portion of such payment for partisan, political or ideological purposes, shall have the right to dissent from such expenditures.

4.1.2 For purposes of these sections, employees shall be deemed to meet the requirements of Section 4.1.1, if they are not more than sixty (60) days in arrears in payment of membership dues or the appropriate amount.

4.2 Check-off of Union Dues.

4.2.1 Authorization for Check-off. The University will honor voluntary dues or payment deduction authorizations submitted in writing to the University on a form provided for this purpose. The University and the Union shall develop such a form which shall clearly identify the purpose, the amount and the frequency of the deduction. Deduction authorizations shall be effective in the next pay period when a deduction would normally be executed providing the authorization form is received by the University before each pay period and only for those employees who have signed the payroll deduction form and who received pay checks at that time. The total amount deducted shall be paid to the labor council, as soon as practicable after the deductions are made. The University shall have no responsibility for the collection of initiation fees, special assessments, or any other deductions, nor for collection of membership dues, except as provided herein.

4.2.2 Cancellation of Check-off. An employee may cancel their payroll deduction authorization at any time by written notification to the University on a form provided by the University for this purpose. The cancellation shall then be effective the next following pay period for which the normal deduction would have been made.

4.2.3 Provision of Lists. The University agrees to provide to the Union each month a list of employees for whom deductions were executed.

4.2.4 Limit of University's Liability. The University shall not be liable to the Union by reason of the requirements of the Agreement for the remittance of payment of any sum other than that constituting actual deductions under an authorization as provided above made from wages earned by employees.

4.2.5 Disputes. Any dispute concerning an employee's membership in the Union and/or the execution of the terms of this Section shall be a proper subject for a special conference. The Union shall hold the University harmless and indemnify the University for any claims or expenses or liability incurred relating to the deductions provided in Section 4.

4.3 Provision of Lists. The University agrees to supply to the Union's agent, upon written request, the names of the persons working in regular positions included in the bargaining unit, except that such listings shall not be requested more frequently than one (1) time during any sixty (60) day period.

Section 5 Conferences

- 5.1 Special Conferences. Special conferences for important matters may be arranged between the Local President and the University or its designated representative upon request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, except by mutual agreement to change the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. Such meetings shall not be for the purpose of conducting bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of the Agreement. The agenda shall include a list of participants which will not be changed except on prior agreement by both parties. The University shall prepare a summary of the conference in writing within seven (7) calendar days.
- 5.2 Complaint Procedure. If an employee has a complaint which is not a proper subject for a grievance under the grievance procedure, the employee may discuss it with his/her immediate supervisor. The employee may submit the complaint in writing. The employee may have the assistance of the Local President in presenting the complaint. Complaints shall be answered as soon as reasonably possible, but in no event shall an answer be delayed more than five (5) calendar days, unless the time for an answer is extended by mutual agreement. If the employee and the Union are dissatisfied with the answer, they may request a Special Conference.

Section 6 Grievances

- 6.1 Definition. Grievances within the meaning of the grievance procedure and the arbitration clause shall consist only of disputes about the interpretation or application of this Agreement and about alleged violations of this Agreement.
- 6.2 Procedure. When an employee has a grievance, the employee shall consult the supervisor no later than twelve (12) calendar days from the date of the occurrence. The supervisor shall answer the grievance orally no later than three (3) calendar days from the consultation. If the employee is not satisfied with the supervisor's answer, such employee may file a formal grievance as follows:
- Step 1. The employee shall submit the grievance in writing on the prescribed form to the supervisor no later than seven (7) calendar days from the supervisor's oral answer. The grievance shall be signed by the employee and a copy sent to the Local President and shall identify the section of the Agreement alleged to have been violated. The supervisor shall then arrange for a meeting no later than five (5) calendar days after receipt of the grievance, at which time the formal grievance may be presented. The Local President (or designated representative) may be present at this meeting if the employee requests. The supervisor shall prepare a written answer to the employee on the prescribed form no later than five (5) calendar days from the meeting. If the employee is not satisfied with the answer, the employee may present the grievance at Step 2.

Step 2. The Local President (or designated representative) shall submit the grievance on the prescribed form to the Human Resources Office's representative no later than ten (10) calendar days from the receipt of the University's written decision. The employee shall again sign the grievance. The Human Resources Office's representative shall arrange a meeting to be scheduled within five (5) calendar days of receiving the notice, and may elect to have other representatives at the meeting. Representing the Union shall be Local Union President (or designated representative) and/or Union representative of Police Officers Labor Council or their designated representatives. The Human Resources Office's representative shall prepare a written decision on the prescribed form no later than ten (10) calendar days following the meeting.

- 6.3 Pre-arbitration Conference. If the employee is not satisfied with the answer at Step 2, the Union shall notify the Human Resources Office's representative in writing within ten (10) calendar days from the Local President's receipt of the written answer and request that a Pre-arbitration Conference be scheduled for the purpose of restating the Union's and the University's positions. Such conference shall be scheduled to occur within twenty (20) calendar days of receipt of the answer at Step 2. Union participants in this Conference shall be limited to the Local President and representatives from the Police Officers Labor Council (or designated representatives). The University's participants in this Conference shall include at least one person other than the University's representatives who answered the grievance at a previous step.
- 6.4 Arbitration. If the employee and the Union wish to request arbitration, they shall do so in writing no later than thirty (30) calendar days from the date of the pre-arbitration conference. Controversies referred to arbitration shall be limited to those concerning compliance with the terms of this Agreement by the University and the Union. The selection of the arbitrator shall be made within ten (10) calendar days from the date of the request for arbitration. In the event they cannot agree upon an arbitrator within that time, the arbitrator shall be selected by the Federal Mediation and Conciliation Service. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall they substitute their discretion for that of the University or the Union, nor shall they exercise any responsibility or function of the University or the Union. The arbitrator's decision shall be final and binding on the parties, and the decision shall be rendered after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the University and the Union except those expenses associated with compensating the representatives and witnesses. If either party desires record of the proceedings, it may obtain same at its own expense, and a copy must be provided to the other party. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved and the University. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of any arbitrator. The above in no way precludes the possibility of representatives of the University and the Union meeting and arriving at mutually agreed upon binding decisions prior to arbitration.

6.5 Time Limit. All grievances shall be considered permanently settled if they are not filed at the next step in accordance with the prescribed time limits and on the prescribed form. If the established time limit is not followed by the University, the Union may advance the grievance to the next step. The time limits stated in this Section may be extended by mutual consent, and a grievance may be withdrawn without prejudice by mutual consent.

6.6 Investigation and Representation. As the investigator of a grievance, the Local President shall be allowed reasonable time off their job, without loss of time or pay, to investigate a grievance they are to discuss, or has discussed, with the University upon having received permission from their supervisor to do so. The supervisor will grant permission as soon as reasonably possible and provide sufficient time to leave their work for these purposes, subject to necessary emergency exceptions. This privilege is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. These employees will perform their regularly-assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse of this privilege by either party may be a proper subject for a Special Conference.

Section 7 Discharge or Discipline

7.1 Notice of Discharge or Discipline. The University agrees to notify the Local President (or designated representative) promptly upon the discharge or discipline of any employee with seniority. Such discharged or disciplined employee will be allowed to discuss the discharge or disciplinary layoff with the Local President and the University will make available an area where they may do so before the employee is required to leave the property of the University.

7.2 Appeal of Discharge or Discipline. Should the discharged or disciplined employee consider the discharge or discipline to be improper, a grievance shall be presented in writing as provided in the grievance procedure. In cases of discharge, the grievance shall advance to Step 2 of the grievance procedure immediately and the Human Resources Office's representative will review the discharge and give an answer within three (3) regularly-scheduled working days after receiving the complaint. If the decision is not satisfactory to the employee, the grievance may be handled according to the arbitration provisions of Section 6 herein.

Section 8 Seniority

8.1 Definition. For purposes of this section "seniority date" shall mean the day on which an employee last began employment as a regular employee, even though in a probationary status. For purposes of vacation, the retirement plan and other staff benefits earned by employment service, the provisions of the sections of this Agreement which provide for the benefits shall determine the necessary service duration for each benefit.

8.2 Determination of Seniority. Seniority records shall be maintained by the University and shall be based on the employee's seniority date. The University shall maintain current records on seniority for use in the application of these provisions and they shall be available whenever a Union representative shall raise a question of seniority. Such lists and records shall also show the job title and latest employment date with the University for each person, and a copy of the list shall be furnished to the Union every six (6) months.

8.3 Loss of Seniority. An employee shall lose their seniority if:

- A. They retire, are discharged for just cause or quits (An employee shall be considered to have quit on their last day of work if they are absent from work for three or more consecutive working days without notifying their supervisor unless the employee is prevented from giving such notice by some cause beyond their control.);
- B. They do not return to work upon expiration of a leave of absence;
- C. They fail, without approved reason, to return to work from layoff within seven (7) calendar days after being notified of recall by the University, provided there is acceptable proof that they had notice of recall;
- D. They have been on layoff for a period longer than eighteen (18) months, or their length of seniority at the beginning of the layoff, whichever is the lesser.
- E. They have been reassigned to a non-bargaining unit position with the University;
- F. They fail to return to work at the end of their sick leave or extended sick leave.

8.4 Application of Seniority. Seniority shall be the controlling factor in the following situations:

- A. Layoffs. When employees are laid off because of lack of work, the employee with the latest seniority date shall be laid off first, the employee with the next latest seniority date second, and so on, provided that those remaining at work have the ability to do the work which is available.
- B. Recalls. When employees are recalled from layoff because of the availability of work, the laid off employee with the earliest seniority date shall be recalled first, the employee with the next earliest seniority date second, and so on, provided that they have the ability to do the work which is available.
- C. Job Vacancies. Determination with respect to the filling of job vacancies shall be based on the earlier seniority date when two or more persons are equal in their qualifications, including work and attendance records, for the vacancy. Job vacancies shall be posted on the specified form for a period of at least five (5)

calendar days in a conspicuous place in the work area setting forth hours, shift and job title. Job postings may be signed by any employee in the bargaining unit, except that any employee who has received a different job pursuant to a posting in the preceding six (6) months shall not be eligible to sign a posting unless the posted job would permit a pay increase for them. Jobs may be temporarily filled before a permanent assignment is made. If there is an employee being trained for the job within the district, the employee in training for the opening will be considered first if he/she has the qualifications for the vacancy. If no qualified employee signs the job posting, it may be filled by a new employee. A written notice of each special training opportunity will be given so anyone interested in receiving the training can notify the Human Resources Office of his/her desire to be considered for the special training opportunity.

- D. Reassignment to a Lower Classification. When, because of a reduction in work force, it is necessary to assign an employee to a lower classification, the determination shall be based on the later seniority date when two or more employees are equal in their qualifications to retain the higher position. The displaced employee will be placed in the classification in which the least senior employee is doing work that the displaced employee can do. However, no employee shall be placed in a higher-paid classification because he/she is displaced.
- E. Vacations and Optional Leave of Absence. In the event two or more employees apply for simultaneous vacations or leaves of absence for reasons within the control of the employee during the same period of time and if the work requirements do not permit such vacations or leaves of absences, preference shall be given to the affected employees on the basis of the earlier seniority date.

- 8.5 Non-applicability to Probationary Employees and Trainees. The Union shall represent probationary employees and trainees only for the purpose of wages, hours and conditions of employment and not for discharge or discipline. While probationary employees and trainees may be included in seniority listings, there shall be no seniority among probationary employees or trainees.

Section 9 Working Hours

9.1 Definitions.

- A. Regular Week. A regular full-time work week shall consist of forty (40) hours per calendar week. Working schedules may be arranged by the University to reflect requirements peculiar to the task being performed, provided the employee and the Local President are given a notice of a change by the end of the preceding work week. When such a notice is not given all hours of the regular schedule will be compensated at one and one-half times the employees hourly rate.
- B. Shift. A full-time eight (8) hour shift shall normally consist of an eight hour time period of which one-half hour shall be used for a lunch period with compensation. A full-time ten (10) hour shift shall normally consist of a ten (10) hour time period of which one-half hour is used for a lunch break with compensation. Employees are on call during their lunch break and must be readily available to answer any calls.
- C. Shift Preference. Shift preference will be granted on the basis of seniority within the classification as openings occur, provided the employee is qualified for the job. If a rotational shift system is used, shift preference will not be used.

- 9.2 Rest Breaks. Each employee shall be entitled to a rest break of fifteen (15) minutes at or near the midpoint of each consecutive shift worked as scheduled by the University. Such rest breaks may not be accumulated from one shift period to another. Employees are on call during rest breaks and must be readily available to answer calls.

Section 10 Monetary Compensation

- 10.1 Basis for Pay. Employees shall be paid in accordance with the Compensation Schedule which is attached as Appendix A. An employee's rate shall be determined based on the job title and the grade to which that position is assigned. The employee's established rate of pay shall be used in determining overtime pay, lost time, group life insurance premiums and other benefits.
- 10.2 Rate of Job. Employees shall receive increases at the completion of probation to the rate of the job they are assigned to. Applicable service year increases shall be effective on the day following the employee's anniversary date.
- 10.3 Promotions. A promotion occurs when an employee moves to a job in a higher classification. Employee shall receive an increase in rate on the date of promotion but their rate must be established at no less than the specified rate in the new grade. A promotional selection procedure consisting of three (3) factors will be developed and used by the University. The selection factors will include a Written Examination worth fifty (50) percent, an Oral Board Interview worth forty (40) percent (The Oral Board will be comprised of a non-University law enforcement official; University School of Criminal Justice member; University Director of Public Safety; and two (2) University

Administrators representing the Academic and Student Affairs Division and the Finance and Administration Division.), and seniority will be worth ten (10) percent. The employee with the highest rating will be promoted. Promotion decisions are not subject to the grievance procedure.

- 10.4 Reassignment to a Lower Classification. Employees may be subject to a decrease in rate if they are reassigned to a position in a lower compensation grade.
- 10.5 Payment. All compensation shall be based only on time worked or the application of appropriate benefits. Employees shall receive regular pay checks bi-weekly, no later than the middle of the second week following the completion of a bi-weekly pay period. Deductions from that check shall include only items authorized in writing by the employee, required by law, money to which the employee is not entitled, or money owed to the University.
- 10.6 Overtime Pay. All officers shall be eligible for overtime pay at the rate of one and one-half times their base rates for hours worked in excess of their scheduled shift or forty (40) hours per week. All investigators will be paid only for time worked in excess of forty (40) per week. Hours not worked because an employee is on a holiday or a sick leave or vacation shall be treated as hours worked for the purpose of computing overtime pay. The assignment of overtime shall be reasonably equalized to the extent that the employee is familiar with the work to be done. An up-to-date list showing overtime hours will be posted in a prominent place on or before the 15th of October and April each year.
- 10.7 Call-in Duty. An employee reporting for call-in duty at the University's request and for which they had not been notified at least twelve (12) hours in advance or which is outside of and not continuous with their work schedule, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of one and one-half times the regular base rate. A full-time employee who reports for scheduled work when no work is available will receive three (3) hours pay at their regular base rate of pay.
- 10.8 Premium Pay. In no case shall premium pay be paid twice for the same hours worked.
- 10.9 Rates for New Jobs. In the event a new classification is established or an existing classification is substantially changed, it shall be assigned to a pay grade on the basis of the relative value of the new or changed classification in comparison with the existing classifications. The University shall provide the Union with a proposed written classification title for the new or substantially-changed classifications. Upon receipt of the University's proposed title, the President of the Union or designated representative and a representative from the Police Officers Labor Council shall be afforded an opportunity to meet with representatives of the University to discuss the new or substantially-changed classification and its assignment to a pay grade. If there is disagreement with the University's assignment to a pay grade, a grievance concerning compliance with the requirements for a proper comparison with the existing classifications may be processed through the grievance and arbitration procedure, provided the grievance is submitted in writing within fourteen (14) calendar days after the Union is afforded the opportunity to discuss the matter with the University. The meeting to discuss the new or substantially-

changed classification must occur within fourteen (14) calendar days after the Union has been notified of the proposed title and pay grade unless the time is extended by mutual agreement.

Section 11 Leaves of Absence

- 11.1 Definition. A leave of absence is an approved absence from University's employment for more than one month without compensation. Absences for less than one month shall normally be considered as lost time and are subject to supervisor's approval. Seniority shall continue to accumulate for any leave of absence up to six (6) months, unless the contract provision permitting the leave specifies otherwise. Thereafter, the employee shall retain seniority but will not accumulate further seniority until returning to work. Applicable conditions of the Family and Medical Leave Act will be followed in approving leaves of absence.
- 11.2 Leaves of Absence Without Pay. A leave of absence without pay may be granted to an employee for personal reasons for a period up to six (6) months. A request for a leave of absence shall be submitted in writing, stating the reasons for the request. The conditions under which the leave of absence is granted shall be specified in writing by the University. If the employee's job is not held open during the leave period, the employee shall be eligible to return to the next position open provided they are qualified. Failure to return at the expiration of the approved leave of absence shall result in termination of employment. The employee may continue health insurance at their own expense if the employee arranges a pre-payment for the leave of absence period. Employees taking a leave for the convenience of the University will have their group insurance continued. Employees may elect to have their accumulated vacation retained in their accounts pending their return or termination. Vacation or sick leave benefits shall not accrue during the leave period although the previous balance will be maintained.
- 11.2.1 Military Leave of Absence. Upon application, a military leave of absence without pay will be granted to employees who are inducted through Selective Service or voluntary enlistment, or those called through membership in the National Guard or reserve component into the Armed Forces of the United States. Credited service for military service shall be determined by the retirement plan.
- 11.2.2 Educational Leave of Absence. Leaves of absence may be granted up to six (6) months under the above provisions only if the course would be beneficial to both the University and the employee.
- 11.2.3 Leave for Union Business. A member of the Union selected by the Union to do work which takes them from their employment with the University may (notwithstanding the six (6) months limitation stated above), at the written request of the employee, receive a leave of absence without pay for a period not to exceed two (2) years. Upon expiration of their leave of absence the employee shall be returned to their former job with accumulated seniority. If the leave of absence exceeds one (1) year it will be necessary for the employee to take a physical examination before returning to work.

- 11.3 Absence with Full or Partial Compensation.
- 11.3.1 Pay for Military Duty. An employee who loses time from work during their regular schedule of hours because of military training as a reservist or National Guardsman or due to a civil disturbance, not exceeding four (4) weeks per year, shall be paid the difference between their base military pay and their regular salary.
- 11.3.2 Pay for Jury Duty. An employee who loses time from work during their regular schedule of hours because of jury duty shall be paid the difference between their pay for jury duty pay and their regular pay.

Section 12 Benefits

- 12.1 Holidays.
- 12.1.1 Approved Holidays. The following shall be the approved holidays for the term of this agreement:

New Year's Day	Labor Day
Day preceding New Year's Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving
Independence Day	Christmas Day
	Day preceding Christmas

Three (3) floating holidays each calendar year scheduled by the director.

- 12.1.2 Work on a Holiday. If an employee works on an approved holiday, in addition to their holiday pay, they will be compensated at the rate of two (2) times their regular hourly rate for all hours worked on the holiday.
- 12.1.3 An employee will be eligible for a holiday with pay, provided:
 - A. They are a regular or probationary full-time or half-time employee on the day of the holiday;
 - B. They worked all of the hours of their last scheduled work day prior to and their next scheduled work day after the holiday, unless excused by their supervisor;
 - C. They are not on leave of absence or layoff at the time of the holiday;
 - D. They are not receiving salary continuation, short-term disability, long-term disability, or workers' compensation at the time of the holiday;
 - E. They worked on the holiday if scheduled to work on that day, unless excused by their supervisor. Holiday pay shall be for eight (8) hours if full-time or four (4) hours if part-time at the employee's regular hourly rate. For full-time employees who regularly work a ten (10) hour shift, holiday pay shall be for ten (10) hours at the employee's regular hourly rate.

12.2 Vacation.

12.2.1 Vacation Accrual. Regular, full-time and regular part-time employees accrue .05 hours of vacation time for each hour worked (maximum 40 hours per week) during the first two years of uninterrupted employment with the University. Thereafter, an additional eight (8) hours per year (four (4) hours for part-time) is added with each calendar year of uninterrupted employment with the University, except that the number of hours earned in any single year shall not exceed one hundred sixty (160) hours (part-time, eighty (80) hours). Unused vacation time may be carried over into the next calendar year providing the number of hours does not exceed the hours earned the preceding year. Probationary employees shall earn vacation allowance at the same rate but shall not be eligible to use such allowance until after six (6) months of employment. Employees shall receive compensation for accrued vacation but unused vacation upon leaving the employ of the University provided that the employee gives at least two (2) weeks notice of their intent to leave. Vacation time shall not be used to continue employment beyond the last day worked for the University.

12.3 Income Protection.

12.3.1 Salary Continuation. Full-time employees shall have the first 160 working hours of any disability fully paid. Eligibility for the full 160 hours of salary continuation shall be restored for any disability after the employee has returned to work for 40 working hours.

12.3.2 Usage of Salary Continuation. Salary continuation may be used for:

- A. Employee or employee's child, spouse or parent's illness or injury, hospitalization and appointment pertaining to health.
- B. Impending death of employee's parent-in-law to a maximum of three (3) working days, if needed.
- C. Death of employee's child, stepchild, foster child, spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent or grandparent-in-law to a maximum of five (5) working days, if needed. Extension may be granted in extenuating circumstances by the Human Resources Office.
- D. Attendance at a funeral of a relative other than above (maximum of one (1) day).
- E. With the supervisor's approval, an employee may be released from work for that part of that day needed to attend the funeral of an employee of the University.

It is clearly intended that salary continuation as herein provided is primarily intended to protect the income of employees while disabled. It is clearly intended that no use of salary continuation may be beyond what is considered reasonable for the specific situation.

12.3.3

Miscellaneous Provisions Regarding Salary Continuation.

- A. The employee shall notify their supervisor of absence in advance and shall state the expected duration thereof unless the failure to notify is due to circumstances beyond the control of the employee. The supervisor may or may not excuse the absence, depending on the reason given. If the employee's absence should extend beyond the expected duration, the employee must again notify the supervisor.
- B. Any employee with excessive absenteeism due to illness may be required to provide a doctor's certificate or other acceptable proof of the reason for absence. The requirement of a doctor's certificate shall continue until the employee has demonstrated acceptable attendance for a reasonable period of time.
- C. Employees engaging in other employment or profit-making activities while ostensibly ill or injured may lose rights to salary continuation benefits and right to continue as an employee of the University.

12.3.4

Short-term Disability. The University shall provide full-time employees a short-term disability insurance for those absences caused by illness or injury for a period longer than 160 working hours and less than six (6) months, subject to the conditions as stated in the master insurance policy.

12.3.5

Long-term Disability. The University shall provide full-time employees a program of long-term disability for those absences caused by illness or injury for a period longer than six (6) months, subject to the conditions as stated in the master insurance policy.

12.3.6

Disability Retirement Credit. The University shall provide for continued participation in the retirement program for any eligible employee receiving benefits under the disability program.

12.4

Retirement.

12.4.1

Retirement Plan. The employees covered by this agreement shall be eligible to participate in the Clerical, Office and Technical Employees Retirement Plan for the term of this agreement. Employees covered by this agreement, however, shall be entitled to receive an early retirement benefits at age fifty-five (55), with the appropriate early retirement monthly reduction as described in the plan.

- 12.4.2 Medical Insurance for Retirees. The University will make available a medical insurance plan for official retirees in the same manner and on the same basis as applies to all the University's other official retirees.

An official retiree (including early retirees) for purposes of this benefit, will be defined as any regular employee who is employed by the University at the time of retirement, who is vested in a University sponsored retirement plan and whose years of University service and age total a minimum of 75. Coverage for the spouse of the retiree or early retiree is available on the same basis as for other University official retirees.

The University retains the right to modify or terminate this plan upon reasonable notice to staff and retirees.

- 12.5 Medical Insurance. The University shall make available medical insurance to the employees covered by this agreement to the same extent and in the same manner as is available to other University employees, such as Faculty and the Executive, Administrative and Professional Staff employees. It is the University's goal to have the same medical insurance plans offered uniformly to all University groups and employees.

The University retains the right to make changes to the medical insurance plans it offers provided that the changes are the same for each employee group. The University will notify the Union of and discuss with the Union changes prior to making the change.

- 12.6 Life Insurance. The University shall continue to make available a group life insurance program. The program shall be the same basic program as applicable to the University's other employees. The minimum life and accidental, death and dismemberment insurance amount will be an amount equal to base salary.

- 12.7 Dental Insurance. The University shall make available dental insurance to the employees covered by this agreement to the same extent and in the same manner as is available to other University employees, such as Faculty and the Executive, Administrative and Professional Staff employees. It is the University's goal to have the same dental insurance plan(s) offered uniformly to all University employee groups and employees.

- 12.8 Uniforms. The University agrees to provide and replace uniforms and required equipment as necessary. All employees will wear required uniforms. A uniform maintenance allowance of \$200 will be provided to each employee by January 15 and July 15 of each year (effective January 15, 1994). The allowance will be taxable. If an employee does not work for a period of thirty (30) or more days, the allowance will be reduced by a prorated amount. Protective Vests will be provided and replaced as necessary.

- 12.9 Worker's Compensation. Employees of the University shall be entitled to benefits as required under the Worker's Compensation Act. Employees, within twenty-four (24) hours of an accident, whether or not medical care or absence from work seems necessary, shall report such incident to their supervisor. The University agrees to pay the difference between the worker's compensation benefit and the employees regular pay not to exceed an amount equal to twenty (20) days of salary continuation.

12.10

Academic Participation.

- A. A full-time employee, with the approval of their supervisor, attend two (2) courses each semester, tuition free, if the course is taken outside the normal workweek schedule and is taken for credit. If the employee does not successfully complete a course (at least "C" in letter graded course), the employee must reimburse Grand Valley for the tuition charges. The employee will present to the Human Resources Office a notice of satisfactory completion of the course (or equivalent of tuition reimbursement in case of unsatisfactory or non-completion) in order to be eligible to enroll for a succeeding semester.
- B. A part-time employee after completing one year shall be entitled to a 3 credit hour course two semesters per year, on the same basis as A above, if the employee's supervisor approves such a request and the course is taken outside the normal workweek and is taken for credit.
- C. Spouses and eligible dependents of full-time staff are eligible for a fifty percent (50%) reduction of their tuition costs for all Grand Valley State University courses. Spouses and eligible dependents who use this benefit are subject to the admission and academic requirements of the University.

12.11

Training.

- A. The University will require the following firearms training on an annual basis:
Combat Shoot
-Two (2) qualifications each calendar year.
- B. With the approval of their supervisor, an employee may attend a job related course which is not offered by the University, if the course is taken for credit outside of normal working hours. Upon notice to the supervisor of successful completion, C or better, the employee will be reimbursed for tuition charges.

Section 13 Miscellaneous Provisions

13.1

Other Work Assignments. It is agreed that employees at the University may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classifications. It is understood that the above provision does not guarantee twelve months employment each year to any employee but is merely a sincere effort on the part of the University to utilize the talents and services of regular employees during normally slow periods.

13.2

Complete Agreement. It is the intent of the parties hereto that the provisions of the Agreement supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties, and shall govern their entire relationship. The provisions of this Agreement can be amended, supplemented, rescinded or

otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. If, during the life of the Agreement, any of the provisions contained herein are held to be invalid by operation of law or by the tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained is so rendered invalid, upon written request of either hereto, the University and the Union shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provisions.

Section 14 Ratification, Termination and Modification

- 14.1 Ratification. The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before May 24, 1996 and will recommend to the employees that it be ratified.
- 14.2 Duration. This Agreement shall remain in effect from June 1, 1996, until 11:59 p.m., May 30, 1999, and from year to year thereafter, unless notice of termination or modification is given as provided in this Section 14. The parties agree that neither party shall request the other party to negotiate with respect to any other matter, and neither party shall have an obligation to negotiate or bargain with the other with respect to such matters during the terms of this Agreement.
- 14.2.1 Termination. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as herein provided, or if each party giving a notice of termination withdraws same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- 14.2.2 Modification. If either party desires to modify or change this Agreement effective after the termination date, it shall, sixty (60) days prior to the termination date, give written notice of amendment, in which event the notice of the amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- 14.3 Notification. Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to the Local President and if to the University, addressed to the Human Resources Officer, Grand Valley State University, or to any such address as the Union or the University may make available to each other.

Department of Public Safety

Appendix A

Classification Titles and Rates of Pay

1996-97

(Effective beginning with the first pay period after June 1, 1996)

	Officer	Investigator	Sergeant
Trainee	\$13.24		
Probation	\$13.91		
Year 1	\$15.37	\$15.86	\$16.49
Year 2	\$16.30	\$16.78	\$17.46
Year 3	\$17.28	\$17.78	\$18.50

1997-98

(Effective beginning with the first pay period after June 1, 1997)

	Officer	Investigator	Sergeant
Trainee	\$13.64		
Probation	\$14.33		
Year 1	\$15.83	\$16.34	\$16.98
Year 2	\$16.79	\$17.28	\$17.98
Year 3	\$17.80	\$18.31	\$19.06

1998-99

(Effective beginning with the first pay period after June 1, 1998)

	Officer	Investigator	Sergeant
Trainee	\$14.05		
Probation	\$14.76		
Year 1	\$16.30	\$16.83	\$17.49
Year 2	\$17.29	\$17.80	\$18.52
Year 3	\$18.33	\$18.86	\$19.63

Appendix A (Continued)

SENIOR OFFICER PAY:

Senior Officer Pay shall mean a payment based on continuous service paid to Officers in addition to their regular wages. An Officer who has ten (10) or more years of continuous service with the University and has completed the required training shall receive two (2) percent of their hourly wage rate paid half on December 1 and half on June 1. (An annual basis of 2,080 hours will be used in determining payment, and the payments will not be added to base pay.)

Officers who for any reason terminate employment with the University prior to June 1 or December 1 shall not receive Senior Officer Pay. An Officer absent due to a Leave of Absence shall receive Senior Officer pay on a prorated time basis for time worked.

Required Training: First Line Supervision Course;
 Advanced Law Enforcement Training;
 Additional training course of Officer's choice, with approval of the Director.

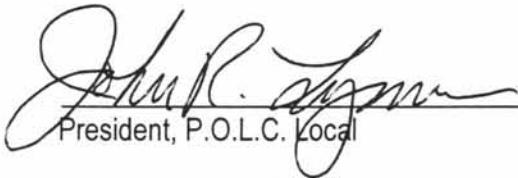
FIELD OFFICER TRAINING PAY:

Field Officer Training Pay shall mean that during the time an officer, with the appropriate certification, is conducting field training authorized by the Director of Public Safety Services, they will receive an additional \$.25 per hour.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS:

Date Signed: June 11, 1996

FOR THE UNION:



President, P.O.L.C. Local



Field Representative, P.O.L.C.

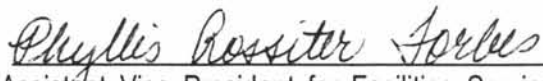
FOR THE UNIVERSITY:



Assistant Vice President for Human Resources



Director of Staff Relations and Benefits



Assistant Vice President for Facilities Services and
Planning



Director of Public Safety Services

Letter of Agreement

Re: Compensatory Time Off

This Letter of Agreement shall replace the Letter of Agreement which was effective January 1, 1988 and shall become effective June 1, 1990.

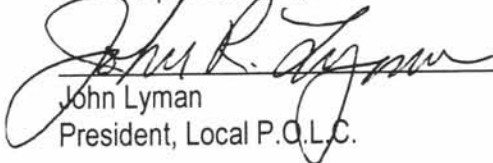
Since the Fair Labor Standards Act and its regulations have become applicable to state governmental units, the University and Police Officers Labor Council (POLC) agree to have a policy of allowing Public Safety staff a choice to receive compensatory time off rather than pay, subject to the following:

1. Public Safety staff who work overtime may chose to receive compensatory time off. The compensatory time would equal the actual number of hours worked multiplied by time and a half. The election must be made before the time card is submitted for payroll processing. Once either compensatory time or overtime pay is submitted on the time card it cannot be changed. However, the University reserves the right at any time to pay any or all compensatory time balances off.
2. Compensatory time off may not be accrued for overtime worked which is less than three (3) hours.
3. The maximum number of compensatory time off hours accrued in a calendar year may not exceed forty (40). Any hours not used in a calendar year will be carried over into the next calendar year.
4. Accrued compensatory time hours will be kept separately. Staff members should ask their supervisor if they wish to know how many hours are in their balance. Upon a staff member's request, the most recent update of compensatory time accruals will be available for review.
5. When staff members request to take time off from work, it is up to the staff member to specify whether it will be compensatory time or vacation time. Requests for compensatory time off with at least ten (10) days notice shall normally be granted. Requests made with less than ten (10) days notice shall be at the discretion of the Director.
6. Vacation and sick time will continue to accrue when using Compensatory time.

FOR THE P.O.L.C.:



Fred LaMaire
Field Representative, P.O.L.C.



John Lyman
President, Local P.O.L.C.

FOR THE UNIVERSITY:



D. Scott Richardson
Assistant Vice President for Human Resources



Al Wygant
Director of Public Safety Services

